

BOOKING CONTRACT - TERMS AND CONDITIONS 2009

Definitions

1. In these terms and conditions:
 - 1.1 "event" means the Sustainable Living Expo;
 - 1.2 "Friends of CREEC" means Friends of CREEC Association Inc. (ABN 94 794 862 903) of 150 Rowley Rd, Burpengary, QLD 4505
 - 1.3 "site" means the stall space or static display area assigned to you for use at the exhibition upon acceptance of this booking contract;
 - 1.4 "We" and "us" means Friends of CREEC Association Inc. and "our" has a corresponding meaning; and
 - 1.5 "You" means the exhibitor and / or participant in any way, shape or form and "your" has a corresponding meaning.

By booking a space at the event, you acknowledge and agree that:

Use of site

2. You must obtain all permits and licences required by law relevant to your exhibits and your use of the site and must comply with all laws, regulations and bylaws relating to your exhibit and use of the site, including all occupational health and safety issues.
3. You will provide services of a good standard with an ethical, professional and honest approach to your dealings with exhibition visitors and Friends of CREEC.
4. Exhibitors providing food or beverage, or tastings of food or beverage, must comply with all relevant legislation and regulations, including Council legislation and regulations and Department of Health regulations and rulings at all times.
5. You may not sublet your site or advertise or promote other organisations from your site without our prior approval
6. No exhibit may extend above 2.5 metres in height unless prior approval has been obtained from us. Exhibits must remain within the confines of your site at all times.
7. You will maintain the area assigned to you and your display in a clean and tidy manner and shall leave the site clean and free of rubbish and debris throughout the expo and on vacating.
8. Any costs incurred by Friends of CREEC for repairs or damage to exhibition equipment, furniture or accessories other than normal wear and tear will be charged back to and paid by you.

Insurance

9. You will be responsible for insuring all stock brought to the event against loss and damage. Friends of CREEC will not take responsibility for any loss or damage to stock, whether or not such loss or damage results from or involves any negligence by Friends of CREEC.
10. It is a condition of this contract that you maintain current Public and Product Liability Insurance cover to a minimum of \$5,000,000. A Certificate of Currency must be provided to us upon request.

Your responsibilities

Your responsibilities extend to / and cover the following:

11.
 - 11.1 All personal injury or damage to property arising in connection with your display area however caused directly or indirectly, by you or any other contractor, subcontractor, servant, agent, licensee or invitee of yours, or caused by any act of omission or same;
 - 11.2 All personal injury or damage to property arising in connection with any exhibit erected by you or by your contractor, workmen, agents, machinery or other article or thing in your possession or in your use, or in the use of any servant or agent of yours or by the standard fitting contractor; and
 - 11.3 All losses suffered by persons or entities and resulting from advice given or materials supplied by you at the Expo or as a result of a relationship established at the Expo.
12. You:
 - 12.1 Indemnify Friends of CREEC in respect of any liability on the part of Friends of CREEC in respect of each and every such claim referred to in section 11 and all actions, proceedings, costs, claims and demands in respect thereof;
 - 12.2 Acknowledge that we shall not be responsible for any loss should you follow any of Friends of CREEC's recommendations or suggestions concerning your display or for any loss or damage of any sort whatsoever arising from your participation in the Expo, and release Friends of CREEC in respect of the same.

Responsibilities of Friends of CREEC Association Inc.

13. To the extent permitted by law, Friends of CREEC Inc. and its volunteers or agents will not be liable for or in respect of any claim arising out of or in connection with the relationship established by this agreement, including your participation in the Expo or for or in respect of any personal injury, death, property damage or financial loss sustained at or as a result of the Expo whether by you or any other person.
14. If the holding of the Expo is prevented or abandoned by reasons of fire, storm, lightning, or any other reason not within control of Friends of CREEC, Friends of CREEC shall not be liable in any way whatsoever for any expenditure, liability or loss, including consequential loss incurred by you. In such case, Friends of CREEC may, at our discretion, return a part of the costs of space paid by you.

Bookings

15. **At the time you make a booking for the event you are deemed to have accepted the terms and conditions of this booking contract between Friends of CREEC and yourself.**
16. Booking for a site is valid only upon receipt of a signed Booking Contract.
Allocation of stalls and exhibition stand positioning is at the sole discretion of Friends of CREEC. Friends of CREEC take no responsibility for any loss or damage resulting from competitive organisations being positioned next to each other.
If a booking is cancelled, no refunds of moneys will be given upon cancellation after 30-4-2009.

General

17. You acknowledge and agree that your contact details may be forwarded to various organisations limited to the exhibition event manager, the press and the venue to assist in planning the Expo and fulfilling your requirements, and that these parties may contact you.
18. **In the event that you do not comply with these terms and conditions you will indemnify us in respect of all damages, losses and expenses incurred or suffered by us as a result.**

I / we _____ of (company / Business) _____

Have read and understood the above Terms and Conditions and have accepted and agree to abide by them.

**Where a participant is less than 18 years of age, a signature of a parent or guardian is also required to confirm that the minor has permission to participate in the event; upon signing the parent or guardian is also deemed to have accepted the terms and conditions of this booking contract in respect of any claims arising whilst the minor is participating in the event .*

Signature _____ Date _____

*Name of Parent / Guardian _____ Signature of Parent / Guardian _____